

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHICAGO TITLE INSURANCE COMPANY :

Plaintiff, : v. : LEXINGTON & CONCORD SEARCH AND ABSTRACT, LLC, ET AL. : Defendants. :
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Civil Action No. 06-2177

FILED

NOV 24 2008

MICHAEL E. KUNZ, Clerk
Deputy Clerk

JUDGMENT

And now, this 24th day of November, 2008, upon the consent of plaintiff, Chicago Title Insurance Company (“CTIC”), and defendants, Lexington & Concord Search and Abstract, LLC (“L&C”) and Glenn Randall (“Randall”), judgment is hereby entered in favor of CTIC and against L&C and Randall, jointly and severally, in the amount of \$360,000.

It is further ORDERED and DECREED that:

1. The terms of the Settlement Agreement attached hereto as Exhibit 1 are incorporated herein by reference as though fully set forth herein, are made a part of this Judgment and shall be enforceable as an Order of this Court;
2. This Court shall retain jurisdiction to enforce the terms of the Settlement Agreement and to determine any disputes that may arise under the term of the Settlement Agreement, except that, upon the occurrence of an Event of Default as defined under the Settlement Agreement, CTIC may initiate action in any state or local court having jurisdiction over the property or person of L&C and Randall to enforce the terms of the Settlement Agreement or execute upon this judgment; and
3. Paragraphs 5 and 8 of the Stipulated Order entered on June 27, 2006, and as renewed by the Court’s April 13, 2007 Order granting in part CTIC’s Motion for Preliminary

Injunction, is hereby terminated. All other provisions of the Stipulated Order shall remain in full force and effect.

4. CTIC and the Judgment Defendants intend for the Judgment to be a final adjudication of the claims asserted by CTIC in the Federal Litigation. The Judgment constitutes a non-dischargeable debt, pursuant to 11 U.S.C. § 523 and the obligations of the Judgment Defendants shall not be subject to discharge or otherwise limited by the filing of any petition in bankruptcy, or any similar proceeding, by either of the Judgment Defendants.

5. L&C, Randall, and Diane Smith are permanently enjoined from owning, operating, serving as, being employed by or otherwise being affiliated with any entity that is an issuing agent or approved attorney for any title insurance underwriter that is a member of the Fidelity National Title Group, including but not limited to CTIC, Fidelity National Title Insurance Company, Alamo Title Insurance, Security Union Title Insurance Company and TICOR Title Insurance Company.

6. The funds currently being held in escrow pursuant to the terms of the August 2, 2006 Escrow Agreement between CTIC, L&C, Blank Rome, LLP and Hausch & Bove, LLP, shall be released to CTIC.

BY THE COURT,


MARY A. MC LAUGHLIN, U.S.D.J.